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mentally upon the intention of the parties, it would seem that the holding of the principal case is correct. *Moon v. Simpson* (N. C. 1916), 90 S. E. 578, is in accord.

BOUNDARIES—TITLE TO BED OF NONNAVIGABLE LAKE.—Plaintiff and defendant own adjacent land on a small unnavigable lake, oval in shape. Defendant removed ice from this lake at a point immediately in front of plaintiff's land, and the latter brings trespass for the alleged invasion. *Held*, each abutting owner is entitled to the land under water in front of his premises to the thread of the stream; judgment, therefore, for plaintiff. *Calkins v. Hart* (N. Y. 1916), 113 N. E. 785.

It is the common law that riparian landowners take title *ad medium filum aquae*, but there is no unanimity of decision as to the ownership of lake beds. The question is always affected by the extent and navigability of the water. Where the lake is small and unnavigable, the view adopted in the instant case, that the abutting owners take to the center thereof, is the prevailing one. *Wilcox v. Bread*, 37 N. Y. Supp. 867, affirmed 157 N. Y. 713, 53 N. E. 1133; *Hardin v. Jordan*, 140 U. S. 371, 35 L. Ed. 428; *Harrison v. Fite*, 148 Fed. 781, 78 C. C. A. 447; *Providence Hunting Club v. Miller Mfg. Co.*, 117 Va. 557, 83 S. E. 1047; *In re Tucker*, 126 Minn. 214, 148 N. W. 60; *Conneaut Lake Ice Co. v. Quigley*, 225 Pa. 605, 74 Atl. 648; *Johnson v. Elder*, 92 Ark. 30, 121 S. W. 1066. *Contra*: *Fuller v. Shedd*, 161 Ill. 462, 44 N. E. 286; *Noyes v. Collins*, 92 Ia. 566, 61 N. W. 250; *Concord Mfg. Co. v. Robertson*, 66 N. H. 1, 25 Atl. 718; *Robinson v. White*, 42 Me. 209. In England the law is likewise unsettled, see *Bristow v. Cormican* (1878), L. R. 3 App. Cas. 641. The more perplexing problem still remains, namely, what is to be taken as the center of the lake. The practical difficulties of equitably dividing the bed of an irregularly shaped lake are apparent, and the methods of solution, suggested or adopted, are not outnumbered by the geometrical possibilities. Where, as in the principal case, one diameter distinguishably exceeds the other, the common law rule applicable to unnavigable streams, *supra*, has, in several cases, been suggested with approval, or adopted. *Hardin v. Jordan*, *supra*; *Ledyard v. Ten Eyck*, 36 Barb. 102; *Marshall v. Steam Navigation Co.*, 3 Best & Smith 732; *Ridgway v. Ludlow*, 58 Ind. 248; *Lembeck v. Nye*, 47 Ohio St. 336. For full discussion see BREWSTER, CONVEYANCING, § § 111-118. In the principal case it was the theory of the defense that the geographical center of the lake should be determined, and the side boundary lines of each abutting lot extended thereto, thus giving to each owner a triangular strip of the lake bed. This plan of division was adopted in *Schiefert v. Briegel*, 90 Minn. 129; but in that case the lake was nearly round. A review of the few decisions which discuss the problem discloses no general rule which could be justly applied in all cases.

CARRIERS—LIABILITY FOR STATEMENTS OF CONDUCTOR.—Plaintiff bought a ticket from Manning to Kingstree via Florence, at which place defendant's printed schedule showed a misconnection. He relied on a statement made to him five days before by a conductor on one of defendant's trains that the